



**MICROLOG CORPORATION
STANDARD EMPLOYMENT AGREEMENT**



THIS AGREEMENT is made between MICROLOG CORPORATION (hereinafter called "Employer") and the undersigned employee (hereinafter called "Employee").

I. RECITALS

The facts hereinafter recited are understood and admitted by both parties to be true and shall be conclusively presumed true in case of any dispute between the parties:

1. Employer's business involves generally the providing for its clients of professional, intellectual, and creative services of the highest quality, made possible by the maintenance of a large, multi-disciplined staff of trained professional employees, by a wide variety of competent supporting personnel, and by unique institutional capabilities and facilities.
2. Because the continued services and loyalty of each trained professional employee is a major business asset of great value to employer, it is a part of the duty of Employee to advance and protect Employer's interest in the continued services and loyalty of every other employee.
3. Employer's business requires, in particular, that Employee act with undivided loyalty to Employer and that Employer acts with undivided loyalty to Employee in dealings with existing and potential clients. In dealing with existing and potential clients, Employee exercises a special trust and confidence placed in him/her by Employer to devote his/her every act and statement to the lawful advancement of Employer's interest.
4. The welfare of Employer's business requires that it acquire full and complete ownership of all the mental and physical work product of its employees created in the course of Employee's employment with Employer, not only so that it can meet its obligations to clients and customers who may by contract require that they be given full ownership or lesser rights in inventions, ideas, developments, data, and other work product, but also so that Employer can offer its cumulative experience and know-how to the needs of its clients and customers without fear of any opposing claims or unfair competition by Employee or former employees.
5. The welfare of Employer's business also requires that it preserve to itself as much as possible the knowledge and results of the mental and physical work product of Employee, so that others are not enabled to make gratuitous use of that which Employer and Employee have created.

In consideration of the foregoing recitals, to induce Employer to hire Employee, and in return for other valuable consideration, the undersigned Employee promises and agrees as follows:

II. COVENANTS RELATING TO CLIENTS AND FELLOW EMPLOYEES

1. While employed by Employer, Employee agrees that he/she will not:
 - (a) discuss with any other employee of Employer the present operations or formation and future operations of any business competing with or intending to compete with Employer or the possible future employment of such other employee by any such business.
 - (b) discuss with any existing or potential client of Employer the present or future availability of services from a business competing with or intended to compete with Employer.
2. Where during his/her employment by Employer Employee has or expects to acquire a proprietary interest (as that phrase is defined below) in or is or expects to be made an officer or director of any business competing with or intended to compete with Employer, Employee agrees that he will immediately furnish Employer with any information that may reasonably be of assistance to Employer in acting promptly to protect its relationships with any existing or potential client with whom Employee has had any dealings in connection with his/her employment by Employer.
3. Where during his/her employment by Employer Employee has participated in providing services to an existing client or has participated in discussions or negotiations with representatives of an existing or potential client with regard to providing services to such client or in the preparations of proposals, whether formal or informal, relating to such services, or has obtained information regarding Employer's proposals for, negotiations, or provision of services to such client or potential client, Employee agrees that he will not, for a period of six months following termination of his/her employment, make any statement or do any act intended to cause such existing or potential client to make use of similar or related services provided by any business competing with or intended to compete with Employee.
4. Employee agrees that, for a period of six months from the date of termination of his/her employment with Employer, Employee will not, directly or indirectly, solicit for employment or hire any employee of Employer. Employee agrees and understands that solicitation of an employee of Employer by any company for which Employee works or is otherwise affiliated during the six month period referenced above is a material breach of this Agreement.
5. A proprietary interest in a business is ownership, whether through stock holdings or otherwise, of 2.5% or more of such business. An employee or former employee is deemed to expect to acquire a proprietary interest in a business or to be made an officer or director of such business of such possibility has been discussed with any officer, director, employee, agent, or promoter of such business.

III. NON-DISCLOSURE OF PROPRIETARY INFORMATION

1. "Proprietary Information" is technical or business information of Employer or its customers discovered, invented, authored or acquired by Employee during employment by Employer, and not generally known in the trade or industry (except where such information becomes publicly known through any wrongful or unauthorized acts or acts of Employee or others). Such information includes but is not limited to products, processes, services commercial activities and shall include information relating to research, development, computer programs, inventions, manufacturing, purchasing, accounting, engineering, sales or marketing, merchandising, pricing and selling, including the identities of actual and prospective customers, the identity of key employees, pending or past bids and proposals, and present, future and past product lines and programs and notes, data and records relating to inventions and copyright works.

2. All documents prepared by Employee or given to Employee by Employer or one of its customers or suppliers, or otherwise coming into the possession of Employee during his/her employment with Employer relating to Employer, including, but not limited to, files, records, plans, drawings, data, blueprints, notes, memoranda, writings, specifications, strategies, similar items relating to the business of Employer and copies thereof, whether or not containing proprietary information, are the exclusive property of Employer and shall remain the exclusive property of Employer and shall not be removed from Employer's premises under any circumstances whatsoever without the prior written consent of Employer except in accordance with standard procedures established in writing by Employer. All such documents shall be immediately delivered to Employer when Employee terminates employment.
3. During and after his/her employment with Employer, Employee shall not disclose to any person or entity, without express written authorization of Employer, any Proprietary Information. Employee agrees to comply with any procedures that Employer may adopt from time to time to preserve Proprietary Information. In the event Employee has some question as to whether certain information falls within the scope of Proprietary Information as defined herein, Employee agrees to treat such information as Proprietary Information until told otherwise in writing by Employer.

IV. COVENANTS RELATING TO INVENTIONS AND TRADE SECRETS

1. During the course of Employee's employment with Employer, Employee shall promptly disclose to Employer in writing all information concerning each invention and copyright or copyrightable work (which includes all work subject to registration) authored by Employee, either solely or jointly with others, during the period of his/her employment by Employer, whether or not during regular working hours, in such detail necessary to permit Employer to understand such invention or copyright work and permit Employer without the exercise of further inventive skill to practice the procedures employed and observe the results achieved.
2. Every invention, improvement or discovery (each called an invention) whether patentable or not, conceived or first reduced to practice, and every writing, including computer programs, or other work subject to copyright registration (each called a copyright work) authored by Employee, either solely or jointly with others, during the period of his/her employment by Employer, whether or not during regular working hours, shall, except as specified hereafter, be within the meaning of the Copyright Act (17 U.S.C.101). Employee hereby waives any moral, legal, or other rights in any such Computer Programs. Employee hereby assigns to Employer all of Employee's right, title and interest in and to any Computer Programs not deemed a "work made for hire" as a matter of law and all inventions without further consideration.
3. Employee hereby assigns to Employer all his/her rights, title, and interest in and to any and all inventions, discoveries, developments, improvements, techniques, designs, data, and all other work products, whether tangible or intangible, which Employee conceives, reduces to practice, or otherwise created either alone or jointly with others in the course of, or during the period of, his/her employment and in which the law recognizes any protectible interest.
4. Employee agrees to perform all acts necessary to enable Employer to learn of and protect the rights it receives hereunder, including but not limited to making full and immediate disclosures to Employer and assisting in the preparation and execution of all documents required to acquire and convey to Employer patent and copyright protection in the United States and elsewhere.
5. During the period of his/her employment and at any time thereafter, Employee shall, upon Employers' request, execute U.S. and foreign copyright registrations and patent applications and/or any other legal documents necessary to transfer all right, title and interest in and to the computer programs and inventions to Employer and assist at Employer's request and expense, in any proper manner in obtaining and enforcing such copyrights and patents. In the event that Employer is unable, after reasonable effort, to secure Employee's signature on any such registrations, application and other legal documents for any of the aforesaid purposes, Employee hereby irrevocably designates and appoints Employer and its duly authorized directors, officers and agents as Employee's agent and attorney-in-fact, to do all lawfully permitted acts (including but not limited to the execution, verification and filing of applicable documents) with the same legal force and effect as if performed by Employee.

V. GENERAL PROVISIONS

1. No act of failure to act by Employer shall be a waiver of any rights conveyed hereunder, except an express waiver in writing.
2. The obligations of Employee incurred during his/her employment under the covenants herein shall not depend upon whether his/her employment is terminated at his/her own instance or by Employer, or upon the reason for such termination, and shall not cease upon termination of his/her employment for whatever reason.
3. Employer shall have all the rights, including all rights in the work product of Employee, which would be provided or implied by law in the absence of this agreement; this agreement is intended to augment, to the extent permitted by law, and in no way to limit or detract from, the rights which Employer would have as respects to Employee in the absence of this agreement.
4. The interpretation, validity, and effect of this agreement shall be governed by the law of that state or other jurisdiction in which Employee was physically present performing services for Employer more than in any other state or jurisdiction during the three months immediately preceding termination of the employment, unless the employment shall not have been terminated at the time of institution of any suit under this agreement, in which case this agreement shall be constructed and governed by the law of that state or other jurisdiction in which Employee committed the acts claimed to be in violation of this agreement.

ACCEPTED:

EMPLOYEE: _____

EMPLOYER: _____

DATE: _____